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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

KOLAR DISTRICT.

Notification No. 75, *dated* 24*th July* 1938.

It is hereby notified for general information that the exclusive right of collecting the Tamarind Produce in the plantations named below for one year ending 30th June 1939, will be sold on the dates noted against each plantation by the District Forest Officer or the Range Forest Officer as the case may be.

Serial No.	Name of Plantation	Date of sale	Place of sale
1	Kasipur	18—8—1938	Mulbagal T. B.
2	Gazildinne	19—8—1938	District Forest Office, Kolar.
	Maderahalli		
	Byappanahalli		
3	Vokkaleri	22—8—1938	Range Forest Office, Malur.
	Lakshmisagara		
	Yeswanthapura		
	Ramachandrapura		
	Bellavi		
	Mallappanahalli		
	Malur Town		
	New Kurandahalli		
	Old Kurandahalli		
	Marasandra		
	Kadumutsandra		
	Dinneri		
	Karbele		

Serial No.	Name of Plantation	Date of sale	Place of sale
4	Patrahalli	24—8—1938	Sidlaghatta T. B.
	Thirumalayanadinne		
	Chowdasandra		
	Hitlahalli		
5	Jangamkote	25—8—1938	Jangamkote T. B.
	Chickhardi		
	Dodhardi		
	Goramadugu		
6	Kamasettihalli	26—8—1938	Chickballapur T. B.
	Sulalapanadinne		
7	Guntlapalli	29—8—1938	Royalpad T. B.
	Rangenakalapalli		
8	Konapalli	30—8—1938	Chintamani T. B.
9	Yellampalli	31—8—1938	Bagepalli T. B.
10	Beechaganahalli Extension and Silver Jubilee.	1—9—1938	Gudibanda T. B.

1. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

2. Defaulters on account of previous leases will not be permitted to bid.

3. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of Cash or Currency Notes.

Note.—In the case of plantations where the Tamarind Revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

4. "Bidders who are not residents of Mysore State and who do not possess unencumbered property in the Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the Officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, as noted in clause 9 *infra*.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at the auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within a week of the intimation of the confirmation of the sale, the successful bidder shall pay the balance of the sale amount and execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing

from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

In default to pay the balance, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Department of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1940, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No damage will be caused to the trees while collecting the Tamarind, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*l*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*m*) Interest will be charged at 6¼ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

H. V. RANGASWAMIENGAR,
District Forest Officer.